State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS RFP-2018-DPHS-03-PUBLIC

FOR

PUBLIC HEALTH PROFESSIONAL SUPPORT SERVICES

March 10, 2017

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1. INTRODUCTION

1.1. Purpose and Overview

The New Hampshire Department of Health and Human Services, Division of Public Health Services, is publishing this Request for Proposals to seek an experienced vendor to provide a broad range of public health professional support services including, but not limited to; developing and implementing training programs; conducting needs assessments; developing educational materials; planning for large statewide conferences; and making subject matter experts available to DPHS contractors. These services increase the capacity of local, regional, and state-level public health practitioners to provide high-quality public health services to NH citizens.

The overarching purpose of this RFP is to better coordinate a range of public health professional support services on a statewide basis to assure that all New Hampshire residents are covered by initiatives to protect and improve the health of the public.

The Vendor will ensure successful outcomes across this range of services and program areas that include: transparent and informed community planning processes; high-quality educational materials, conferences and training programs; knowledge and skills-building among DPHS contracted agencies; timely and efficient administrative processes; and effective evaluation of programs.

Support services to be provided include:

1. Environmental Public Health Tracking activities;
2. Food Protection activities;
3. Lead Poisoning Prevention activities;
4. Immunization Promotion;
5. Infectious Disease Prevention, Investigation and Care activities;
6. Maternal and Child Health activities;
7. Public Health Emergency Preparedness activities

The Vendor will provide services to increase the capacity of local, regional, and state-level public health practitioners to provide high-quality public health services by:

1. Coordinating an ongoing community-based HIV planning group;
2. Developing and implementing a variety of training programs;
3. Developing evaluation plans;
4. Facilitating several conference planning groups and providing logistical support services for these conferences;

5. Providing technical assistance to DPHS contractors;

6. Serve as a fiscal agent to issue mini-grants to community-based organizations to build volunteer emergency response teams, support participation in state initiatives and increase administrative efficiencies.

These services may be delivered directly by the selected vendor or through subcontracts entered into by the selected vendor with partnering agency(ies).

1.2. Request for Proposal Terminology

Bidder – Organization submitting a proposal in response to the RFP.

CDC – US Centers for Disease Control and Prevention

DHHS – Department of Health and Human Services

DPHS – Division of Public Health Services.

G&C – Governor and Executive Council

PHEP - Public Health Emergency Preparedness

RFP – Request for Proposals. A Request for Proposals means an invitation to submit a proposal to provide specified goods or services, where the particulars of the goods or services and the price are proposed by the vendor and, for proposals meeting or exceeding specifications, selection is according to identified criteria as provided by RSA 21-I:22-a and RSA 21-I:22-b.

SFY – State Fiscal Year, a term that begins July 1 and ends June 30.

1.3. Contract Period

The Contract resulting from this RFP will be effective July 1, 2017, or upon Governor and Executive Council approval, whichever is later through June 30, 2019.

The Department may extend contracted services for up to two additional years, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

2. BACKGROUND AND REQUIRED SERVICES

2.1. New Hampshire DHHS Division of Public Health Services

The New Hampshire Division of Public Health Services (DPHS) promotes optimal health and well-being for all people in New Hampshire and protects them from illness and injury. DPHS is responsible to serve the public - individuals, families, communities and organizations - by delivering high quality, evidence-based services. DPHS responds promptly to public health threats, inquiries, and emerging issues. DPHS is charged with the authority and accountability to enforce laws to protect the public's health in areas as varied as the inspection of food establishments and the prevention of childhood lead poisoning. More information is available at: http://www.dhhs.nh.gov/dphs/index.htm

DPHS program areas included in this RFP are:

- Environmental Public Health Tracking Program (EPHT) tracks known and emerging environmental health threats in order to keep residents informed and protected and to allow policy makers and public health officials to make critical decisions about where to target environmental public health resources and interventions. More information is available at: http://www.dhhs.nh.gov/dphs/hsdm/epht.htm

- Food Protection Section (FPS) licenses and inspects NH establishments where food is produced, manufactured, stored or sold and serves as an educational resource for consumers and the food service industry. More information is available at: http://www.dhhs.nh.gov/dphs/fp/index.htm

- Healthy Homes and Lead Poisoning Prevention Program (HHLPP) provides nursing and environmental case management for lead poisoned children; licenses lead paint professionals; monitors blood lead levels and serves as an educational resource for consumers and property owners. More information is available at: http://www.dhhs.nh.gov/dphs/bchs/clpp/index.htm

- Immunization Program (IP) works to reduce or eliminate all vaccine-preventable diseases by promoting immunization initiatives for children and adults to assure the opportunity for a lifetime of protection from vaccine-preventable diseases. More information is available at: http://www.dhhs.nh.gov/dphs/immunization/index.htm

- Infectious Disease Prevention, Investigation & Care Services Section (IDPICSS) prevents illness, disability and death caused by infectious diseases in NH residents by giving recommendations to prevent the spread of disease, patient and provider education, disease outbreak investigation and financial assistance. More information is available at: http://www.dhhs.nh.gov/dphs/bchs/std/index.htm

- Maternal and Child Health Bureau (MCHB) supports a broad array of programs in order to improve the availability of and access to high quality preventive and primary health care for all children and to reproductive health care for all women and their partners regardless of their ability to pay. More information on the Home Visiting Program is available at: http://www.dhhs.nh.gov/dphs/bchs/mch/home.htm

- Public Health Emergency Preparedness (PHEP) activities span across much of the Division to conduct surveillance against health threats; provide laboratory testing of human and environmental samples; develop and exercise emergency plans; and promote community preparedness and resilience. More information is available at: http://www.dhhs.nh.gov/dphs/rphn/index.htm

3. STATEMENT OF WORK

3.1. Covered Populations and Services

3.1.1. The services provided include a broad range of public health professional support services including, but not limited to; developing and implementing training programs; conducting needs assessments; developing educational materials; planning for large statewide conferences; and making subject matter experts available to DPHS contractors. These services increase the capacity of local, regional, and state-level public health practitioners to provide high-quality public health services to NH citizens.

3.1.2. All residents of NH served by the DPHS and the program areas included in this RFP will be served. Some program areas also address specific sub-populations for the activities to be conducted as follows:

3.1.2.1. Environmental Public Health Tracking Program: Municipal and regional emergency preparedness officials and users of NH WISDOM;

3.1.2.2. Food Protection Section: Municipal food inspectors and private sector food service workers;

3.1.2.3. Healthy Homes and Lead Poisoning Prevention Program: Professional renovation and remodeling contractors, health care providers;

3.1.2.4. Immunization Program: Adults, including seniors, pregnant women, and adults at high risk;

3.1.2.5. Infectious Disease Prevention, Investigation & Care Services Section: HIV Prevention Group Advisory Committee; HIV Medical Advisory Board; and HIV Care Case Management Contractors;

3.1.2.6. Maternal and Child Health Bureau: Maternal and child health contractors;

3.1.2.7. Public Health Emergency Preparedness: Municipal and regional emergency preparedness officials and contractors; emergency response volunteers.

3.2. Required Services

The Contractor shall:

3.2.1. Convene, Coordinate and Facilitate Community-Based Public Health Partners

3.2.1.1. In consultation with DPHS subject matter experts, provide logistical support for ongoing committees/planning groups as defined in Attachment F.

3.2.2. **Healthy Homes and Lead Poisoning Prevention Program:**

3.2.2.1. Provide logistical support to the New England Lead Coordinating Committee (NELCC). This includes up to 12 regular meetings of the full NELCC and up to 2 of committee/workgroup meetings per year. Information about the NELCC is available at: http://www.newenglandlead.org/

3.2.3. Environmental Public Health Tracking

3.2.3.1. Provide logistical support to host up to 10 meetings with Regional Public Health Networks to gather feedback on the EPHT Data Portal.

3.2.3.2. Provide logistical support for up to 5 focus groups to conduct user research of EPHT data and projects.

3.2.4. Infectious Disease Prevention, Investigation & Care Services Section

3.2.4.1. Provide logistical support to the NH HIV Planning Group (HPG). This includes up to 6 regular meetings of the full HPG and up to 30 of committee/workgroup meetings per year. More information about the HIV HPG is available at: nhhiv.org.

3.2.5. Maternal, Infant and Early Childhood Home Visiting Program (MIECHV)/Maternal and Child Health Section (MCH):

3.2.5.1. Provide logistical support to quarterly conference calls for three, peer-based caucuses. The caucuses will be role based (e.g. supervisors, home visitors, and quality improvement staff).

3.2.5.2. Provide logistical support for the Home Visiting Coordinating Council at least quarterly. This group serves as the MIECHV Advisory Group and is made up of collaborating partners and others in the state with an interest and background in home visiting.

3.2.6. Develop and Implement Training Programs

3.2.6.1. In consultation with DPHS subject matter experts, develop and/or implement training programs based on adult learning theories that use various training modalities (i.e. classroom, web-based, training of trainers, etc.) to maximize the reach of these programs.

3.2.6.2. Food Protection Section:

3.2.6.2.1. In consultation with Food Protection Staff develop training curricula for three discrete audiences:

3.2.6.2.1.1. DPHS FPS staff and FSE inspectors in municipalities that regulate FSE. A list of these municipalities is available at: http://www.dhhs.nh.gov/dphs/fp/documents/selfinspect.pdf

3.2.6.2.1.2. Staff from state agencies that conduct food safety inspections as one component of a more comprehensive operational inspection. This includes Department of Environmental Services Youth Camp inspection staff, DHHS Health Facilities Licensing staff (which inspects child care centers, nursing homes and assisted living facilities).

3.2.6.2.1.3. Food Service Workers including, but not limited to workers in restaurants, retail food stores, schools, and caterers.

3.2.6.3. Public Health Emergency Preparedness:

3.2.6.3.1. Develop and implement training programs for two discrete audiences:

3.2.6.3.1.1. RPHN emergency preparedness coordinators

3.2.6.3.1.2. Local municipal officials, healthcare preparedness personnel, volunteers and others engaged in regional PHEP planning and response.

3.2.6.4. Healthy Homes and Lead Poisoning Prevention Program:

3.2.6.4.1. Plan and implement the 1-day Renovation, Repair and Painting Training programs in New Hampshire's highest risk communities using the US Environmental Protection Agency curriculum.

3.2.6.5. Maternal, Infant and Early Childhood Home Visiting Program (MIECHV)/Maternal and Child Health Section (MCH):

3.2.6.5.1. In consultation with MIECHV/MCH staff, facilitate a training needs assessment for the 11 MIECHV contracted home visiting sites.

3.2.6.5.2. Develop and implement an annual training plan (which will include site specific training plans), including evaluation, from the information garnered from the training needs assessment. At a minimum, ten (10) training accessible opportunities should be offered per MIECHV funded home visiting site per year. An opportunity is defined as a pre-existing training, which the contractor pays home visiting staff to attend (can be out of state) and trainings which are provided by the contractor. These can be offered electronically (webinars, etc.) or in-person.

3.2.7. Provide Logistical Support for Conferences

3.2.7.1. In consultation with DPHS subject matter experts, provide logistical support for conferences as defined in Attachment G.

3.2.7.2. Healthy Homes and Lead Poisoning Prevention Program

3.2.7.2.1. Provide logistical and planning support for the NELCC's annual conference for up to 250 attendees. Provide logistical and planning support for four regional dinner meetings for up to 120 attendees each.

3.2.7.3. Immunization Program

3.2.7.3.1. Provide logistical support for the annual Immunization Conference for approximately 400 attendees.

3.2.7.4. Public Health Emergency Preparedness

3.2.7.4.1. Provide logistical and planning support for the annual NH Statewide Preparedness conference for up to 800 attendees.

3.2.7.5. Infectious Disease Prevention, Investigation & Care Services Section

3.2.7.5.1. Provide logistical and planning support for the bi-annual NH STD, HIV, Hepatitis, TB conference for up to 250 attendees. Planning support includes provision of continuing education credits.

3.2.7.6. Maternal, Infant and Early Childhood Home Visiting Program (MIECHV)/Maternal and Child Health Section

3.2.7.6.1. Provide logistical and planning support, including evaluation, to semi-annual conferences-learning exchanges (fall and spring) for up to 55 staff at MIECHV contracted sites. The spring 2018 training will focus on Healthy Families America required content training for continued certification. The fall training 2018 will be based on findings from the needs assessment.

3.2.7.6.2. Provide logistical and planning support for at least two half or full day in-person statewide and/or regional trainings.

3.2.8. Provide Technical Assistance

3.2.8.1. Public Health Emergency Preparedness

3.2.8.1.1. In consultation with DPHS subject matter experts, provide technical assistance to three discrete groups directed toward their meeting the national standards described in the U.S. Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities (March 2011) and subsequent editions:

3.2.8.1.1.1. DPHS/ESU preparedness staff ;

3.2.8.1.1.2. Public health preparedness coordinators at the 13 organizations funded by DPHS to provide Regional Public Health Network services. TA will be available to both individuals and as a group.

3.2.8.1.1.3. Medical Reserve Corps units recognized by the registered with the U.S. Surgeon General, Office of the Civilian Volunteer Medical Reserve Corps, to support recruitment, training and deployment of the MRC volunteers.

3.2.8.2. Infectious Disease Prevention, Investigation & Care Services Section

3.2.8.2.1. In consultation with DPHS subject matter experts, identify and coordinate the availability of technical assistance providers to DPHS contractors and service provider agencies.

3.2.8.3. Develop and produce educational materials

3.2.8.3.1. In consultation with DPHS subject matter experts, develop and/or produce educational materials on topics determined by DPHS staff. All materials shall be developed in accordance with CDC recommendations contained in Simply Put: Guide to Developing Easy-To-Understand Materials, CDC July 2010, available at: https://www.cdc.gov/healthliteracy/pdf/Simply_Put.pdf

3.2.8.4. Environmental Public Health Tracking Program

3.2.8.4.1. Develop educational materials targeted to public health professionals, emergency preparedness officials, and local partners to increase knowledge and understanding of the EPHT program at the state and local levels.

3.2.8.5. Healthy Homes and Lead Poisoning Prevention Program

3.2.8.5.1. Develop educational materials in collaboration with the HHLPPP to target to clinicians, contractors, and families to increase knowledge and understanding of best practices relative to Screening and Management Guidelines, lead-safe work practices, and keeping children safe from lead hazards.

3.2.8.6. Immunization Program

3.2.8.6.1. Develop educational materials targeted towards increasing awareness related to the Immunization Information System (IIS).

3.2.8.6.2. Develop educational materials targeted towards increasing awareness related to the benefits of immunizations across the lifespan.

3.2.8.7. Infectious Disease Prevention, Investigation & Care Services Section

3.2.8.7.1. In consultation with DPHS, maintain and update the NH HPG website.

3.2.9. Develop and Implement Evaluation Plans

3.2.9.1. In consultation with DPHS subject matter experts, develop evaluation plans that clearly outline goals, objectives, activities, outputs, outcomes, and performance measures.

3.2.9.2. Environmental Public Health Tracking Program

3.2.9.2.1. Develop and implement a plan to evaluate ongoing EPHT projects that meets criteria outlined by CDC and fulfills federal requirements. This document will facilitate programming planning, implementation, and evaluation.

3.2.9.2.2. Develop and implement a plan to evaluate previously funded HHLPPP projects that addressed dissemination techniques and understanding of the 2015 Lead Surveillance Report and the Childhood lead Screening and Management Guidelines.

3.2.9.3. Maternal, Infant and Early Childhood Home Visiting Program (MIECHV)/Maternal and Child Health Section (MCH):

3.2.9.3.1. Implement current MIECHV Continuous Quality Improvement Plan as attached in Appendix H.

3.2.10. Update Strategic Plans

3.2.10.1. In consultation with DPHS subject matter experts, update pre-existing strategic plans that clearly outline goals, objectives, activities, outputs, outcomes, and performance measures.

3.2.10.2. Maternal, Infant and Early Childhood Home Visiting Program (MIECHV)/Maternal and Child Health Section (MCH):

3.2.10.2.1. Update the 2010 MIECHV Strategic State Plan.

3.2.11. Serve as a Fiscal Agent

3.2.11.1. As directed by DPHS staff, serve as fiscal agent to maximize the efficient use of resources.

3.2.11.2. Environmental Public Health Tracking Program

3.2.11.2.1. Enter into up to 3 mini-grants with entities funded by DPHS to provide Regional Public Health Networks services. A list of currently funded entities is available at: http://www.dhhs.nh.gov/dphs/rphn/index.htm.

3.2.11.3. Infectious Disease Prevention, Investigation & Care Services Section

3.2.11.3.1. Reimburse costs incurred by approximately 5 public members of the HIV CPG to attend out-of-state conferences identified by the IDPICSS and mileage costs to attend in-state meetings.

3.2.11.3.2. Procure prevention supplies as determined by the IDPICSS.

3.2.11.3.3. Execute a subcontract with a vendor identified by the DPHS to provide consultation and technical assistance on the production of a digital storytelling project, including coordination, development and implementation of a digital storytelling workshop; production of a digital storytelling electronic file for up to eight stories and training of participants in conducting an engagement session with stakeholders.

3.2.11.4. Public Health Emergency Preparedness

3.2.11.4.1. Execute a subcontract with a vendor identified by the DPHS to procure a web-based collaboration system.

3.2.11.4.2. Enter into mini-grants with up to 13 Medical Reserve Corps units.

3.2.11.4.3. Enter into subcontracts with up to 4 individuals identified by the DPHS to participate in radiological emergency planning, training and exercises.

3.2.11.5. Maternal, Infant and Early Childhood Home Visiting Program (MIECHV)/Maternal and Child Health Section (MCH):

3.2.11.5.1. Support at least two MIECHV funded home visiting agency staff to attend the annual MIECHV grantee conference.

3.2.11.5.2. Execute a subcontract with a vendor identified by the DPHS to research and identify methods to increase utilization of postpartum visits by home visiting families.

3.3. Staffing

3.3.1. The Contractor shall provide sufficient staff to perform all tasks specified in this RFP. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion to meet the scope of work in the RFP.

3.3.2. The vendor's staffing structure must include a contract administrator to administer all scopes of work relative to this RFP, as well as progress and finance reporting. The vendor must ensure that across all funded positions, in addition to subject matter expertise, there is a combined level of expertise, skills and ability to understand data; use data for planning and evaluation; community engagement and collaboration; group facilitation skills; and IT skills. The funded staff should function as a team, ideally with complementary skill and abilities across these foundational areas of expertise and abilities.

3.3.3. The vendor shall ensure that personnel are available during normal business hours, at a minimum Monday through Friday, 8:00 A.M. to 4:00 P.M.

3.4. Outcomes / Performance Measures

3.4.1. Convene, Coordinate and Facilitate Community-Based Public Health Partners

3.4.1.1. Environmental Public Health Tracking

3.4.1.1.1. At least 85% of participants rate the Feedback Sessions as either "excellent" or "very good" in an evaluation survey.

3.4.1.2. Healthy Homes and Lead Poisoning Prevention Program

3.4.1.2.1. At least 85% of participants rate the regular NELCC meetings as either "excellent" or "very good" in an evaluation survey.

3.4.1.3. Maternal, Infant and Early Childhood Home Visiting Program (MIECHV)/Maternal and Child Health Section (MCH):

3.4.1.3.1. At least 85% of participants rate the quarterly caucus phone meetings as either “excellent” or “very good” in an evaluation survey.

3.4.1.3.2. At least 85% of participants rate the quarterly Home Visiting Coordinating Council meetings as either “excellent” or “very good” in an evaluation survey.

3.4.2. Develop and Implement Training Programs

3.4.2.1. Food Protection Section

3.4.2.1.1. The training modules are rated as either “excellent” or “very good” by DPHS.

3.4.2.1.2. At least 85% of participants rate the training programs as either “excellent” or “very good” in an evaluation survey.

3.4.2.2. Public Health Emergency Preparedness

3.4.2.2.1. The training modules are rated as either “excellent” or “very good” by DPHS.

3.4.2.2.2. At least 85% of participants rate the training programs as either “excellent” or “very good” in an evaluation survey.

3.4.2.3. Healthy Homes and Lead Poisoning Prevention Program

3.4.2.3.1. The training module is rated as either “excellent” or “very good” by DPHS.

3.4.2.3.2. At least 85% of participants rate the training programs as either “excellent” or “very good” in an evaluation survey.

3.4.2.4. Maternal, Infant and Early Childhood Home Visiting Program (MIECHV)/Maternal and Child Health Section (MCH):

3.4.2.4.1. Needs assessment and training plan (overall and site specific) approved by DPHS.

3.4.2.4.2. At least 85% of participants rate the training programs as either “excellent” or “very good” in an evaluation survey.

3.4.3. Provide Logistical Support for Conferences

3.4.3.1. Healthy Homes and Lead Poisoning Prevention Program

3.4.3.1.1. At least 85% of conference planning committee members rate the conference planning support as either “excellent” or “very good” in an evaluation survey.

3.4.3.1.2. At least 85% of conference participants rate the elements pertaining to conference logistics as either “excellent” or “very good” in an evaluation survey.

3.4.3.2. Immunization Program

3.4.3.2.1. At least 85% of conference planning committee members rate the conference planning support as either “excellent” or “very good” in an evaluation survey.

3.4.3.2.2. At least 85% of conference participants rate the elements pertaining to conference logistics as either “excellent” or “very good” in an evaluation survey.

3.4.3.3. Public Health Emergency Preparedness

3.4.3.3.1. At least 85% of conference planning committee members rate the conference planning support as either “excellent” or “very good” in an evaluation survey.

3.4.3.3.2. At least 85% of conference participants rate the elements pertaining to conference logistics as either “excellent” or “very good” in an evaluation survey.

3.4.3.4. Infectious Disease Prevention, Investigation & Care Services Section

3.4.3.4.1. At least 85% of conference planning committee members rate the conference planning support as either “excellent” or “very good” in an evaluation survey.

3.4.3.4.2. At least 85% of conference participants rate the elements pertaining to conference logistics as either “excellent” or “very good” in an evaluation survey.

3.4.3.5. Maternal, Infant and Early Childhood Home Visiting Program (MIECHV)/Maternal and Child Health Section (MCH):

3.4.3.5.1. At least 85% of learning exchange participants rate the elements pertaining to conference logistics as either “excellent” or “very good” in an evaluation survey.

3.4.4. Provide Technical Assistance

3.4.4.1. Public Health Emergency Preparedness

3.4.4.1.1. At least 90% of high-priority technical assistance requests made are met.

3.4.4.2. Infectious Disease Prevention, Investigation & Care Services Section

3.4.4.2.1. At least 90% of high-priority technical assistance requests made are met.

3.4.5. Develop and produce educational materials

3.4.5.1. Environmental Public Health Tracking Program

3.4.5.1.1. Approval by the Division of Public Health Services of developed educational materials.

3.4.5.2. Healthy Homes and Lead Poisoning Prevention Program

3.4.5.2.1. Approval by the Division of Public Health Services of developed educational materials.

3.4.5.3. Immunization Program

3.4.5.3.1. Approval by the Division of Public Health Services of developed educational materials.

3.4.5.4. Infectious Disease Prevention, Investigation & Care Services Section

3.4.5.4.1. Approval by the Division of Public Health Services of the content and functionality of the HPG website.

3.4.6. Develop and Implement Evaluation Plans

3.4.6.1. Environmental Public Health Tracking Program

3.4.6.1.1. Approval by the Division of Public Health Services of developed evaluation plan.

3.4.6.2. Healthy Homes and Lead Poisoning Prevention Program

3.4.6.2.1. Approval by the Division of Public Health Services of developed evaluation plan.

3.4.6.3. Maternal, Infant and Early Childhood Home Visiting Program (MIECHV)/Maternal and Child Health Section (MCH):

3.4.6.3.1. Implementation of at least 90% of the current MIECHV Continuous Quality Improvement Plan.

3.4.7. Update Strategic Plans

3.4.7.1. Maternal, Infant and Early Childhood Home Visiting Program (MIECHV)/Maternal and Child Health Section (MCH):

3.4.7.1.1. Approval by the Division of Public Health Services of updated MIECHV Strategic State Plan.

3.4.8. Serve as a Fiscal Agent

3.4.8.1. Environmental Public Health Tracking Program

3.4.8.1.1. Subcontracts with RPHNs executed as directed by DPHS.

3.4.8.2. Infectious Disease Prevention, Investigation & Care Services Section

3.4.8.2.1. Target: 95% of HIV and HCV testing and prevention supplies distributed to sites are logged on the appropriate distribution log within one week of distribution.

3.4.8.2.2. Numerator- The number of HIV and HCV testing and prevention supply distributions listed on the distribution log that were logged within one week of the distribution date.

3.4.8.3. Maternal, Infant and Early Childhood Home Visiting Program (MIECHV)/Maternal and Child Health Section (MCH):

3.4.8.3.1. Subcontract for increase in postpartum visit project executed as directed by DPHS.

3.4.8.4. Public Health Emergency Preparedness

3.4.8.4.1. Subcontracts with MRCs executed as directed by DPHS/ESU.

3.4.8.4.2. Subcontract for web-based collaboration system executed as directed by DPHS.

3.4.8.4.3. Subcontracts with up to four individuals executed as directed by DPHS.

3.5. Delegation and Subcontractors

3.5.1. DHHS recognizes that Bidders may choose to use subcontractors with specific expertise to perform certain services or functions for efficiency or convenience. However, the successful bidder, as the Contractor, shall retain the responsibility and accountability for the function(s).

3.5.2. If Bidder uses subcontractors for this scope-of-work, this must be disclosed in the proposal submittal along with details of direct and indirect expenses to accompany details in the work plan, within the budget and the budget narrative.

3.5.3. Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

3.5.4. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

3.5.5. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate.

3.5.6. Monitor the subcontractor's performance on an ongoing basis.

3.5.7. The Contractor shall provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed.

3.5.8. If the Contractor identifies deficiencies, or areas for improvement are identified, the Contractor shall take corrective action.

3.5.9. DHHS shall, at its discretion, review and approve all subcontracts.

3.5.10. DHHS reserves the right to approve or reject any subcontractor used for this contract.

3.6. Compliance

3.6.1. Culturally and Linguistically Appropriate Standards

The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.

3.6.1.1. DHHS requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.

3.6.1.2. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.

3.6.1.3. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.

3.6.1.4. Bidders are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.

3.6.1.5. Successful applicants will be:

a. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council;
b. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.

3.6.1.6. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:

a. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);

b. The frequency with which LEP individuals come in contact with the program, activity or service;
c. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service;
d. The resources available to the organization to provide language assistance.

3.6.1.7. **Bidders are required to complete the TWO (2) steps listed in the Appendix C to this RFP, as part of their Proposal.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Bidders' program design, which in turn, will allow Bidders to put forth the best possible Proposal.

For guidance on completing the two steps in Appendix C, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFP, which is posted on the DHHS website. http://www.dhhs.nh.gov/business/forms.htm.

3.7. Required Questions

3.7.1. In order to minimize duplicative information, responses to all questions should be inclusive of all the DPHS program areas included in a function-based scope of work since each of the required functions call for similar types of experience and expertise across program areas.

3.7.2. Provide information specific to how you will implement activities for each of the program areas in each function in order to provide a description of the methods that will be used in order to ensure a comprehensive bid.

3.7.3. When pertinent, responses to questions must include information about the entity(ies) that would deliver services through a subcontract(s).

3.7.4. PROGRAM IMPLEMENTATION QUESTIONS

Q1. Describe how your organization's mission aligns with providing the professional services described in the Required Activities section in order to benefit professionals, key partnering entities, and lay members who represent advocacy groups or the public.

Q2. Describe your organization's experience with convening, coordinating, and facilitating professional and community-based groups. Describe key activities and strategies that will be implemented for each of the DPHS program areas included in this section of the Required Activities.

Q3. Describe your organization's experience with developing and implementing training programs targeted to professionals, private-sector workers, and volunteers. Describe key activities and strategies that will be implemented for each of the DPHS program areas included in this section of the Required Activities.

Q4. Describe your organization's experience providing logistical support for conferences. Describe key activities and strategies that will be implemented for each of the DPHS program areas included in this section of the Required Activities.

Q5. Describe your organization's experience providing technical assistance to professionals. Describe key activities and strategies that will be implemented for each of the DPHS program areas included in this section of the Required Activities.

Q6. Describe your organization's experience in developing and producing educational materials targeted to professionals, private-sector workers, and the public. Describe your experience with maintaining websites. Describe key activities and strategies that will be implemented for each of the DPHS program areas included in this section of the Required Activities.

Q7. Describe your organization's experience in developing and implementing strategic and evaluation plans. Describe key activities and strategies that will be implemented for each of the DPHS program areas included in this section of the Required Activities.

Q8. Describe your organization's experience, successes, and procedures for subcontracting with other individuals and/or entities to carry out components of a contract or project. Describe your experience providing fiscal agent services as described in the Required Activities. Describe key activities that will be implemented for each of the DPHS program areas included in this section of the Required Activities.

Q9. Describe the approach and methods your organization proposes to evaluate your activities and outcomes. Describe benchmarks you would use to ensure continuous quality improvement over the course of the contract. Describe key activities that will be implemented for each of the DPHS program areas included in this section of the Required Activities.

Q10. Describe the approach and methods to engage identified cultural and/or linguistic group(s) and how services will be provided in a culturally competent manner. Describe key activities that will be implemented for each of the DPHS program areas included in this section of the Required Activities.

3.7.5. CONTRACT AND FINANCIAL ADMINISTRATION QUESTIONS

Q11. Describe your organization's procedures and policies for managing funds and maintaining financial records received through state contracts that meet accepted auditing standards, including documentation of the appropriate use of funds.

Q12. Describe your organization's procedures and approach for developing, monitoring, and adhering to annual budgets, especially when managing multiple sources of funding.

Q13. Describe your organization's plans for staff training and development, including the resources available for staff training and professional development.

Q14. Describe your organization's processes to provide supervision and other administrative supports to funded personnel.

4. FINANCE

4.1. Financial Standards

4.1.1. Funds to support this project are a mix of federal, other and general funds. The federal funds to support this project are identified as follows:

a) US Centers for Disease Control and Prevention, TP12-1201 HPP and PHEP Cooperative Agreements, Catalog of Federal Domestic Assistance (CFDA #) 93.069, Federal Award Identification Number (FAIN) # U90TP000535,

b) US Centers for Disease Control and Prevention, TP12-1201 HPP and PHEP Cooperative Agreements, Catalog of Federal Domestic Assistance (CFDA #) 93.889, Federal Award Identification Number (FAIN) # U90TP000535,

c) US Centers for Disease Control and Prevention, 2013 Cooperative Agreement Application for the Immunization, Vaccine for Children, Catalog of Federal Domestic Assistance (CFDA #) 93.539, Federal Award Identification Number (FAIN) # 23IP000757,

d) US Centers for Disease Control and Prevention, Environmental Public Health Tracking Program - Network Implementation, Catalog of Federal Domestic Assistance (CFDA #) 93.070, Federal Award Identification Number (FAIN) # NU38EH000947,

e) US Centers for Disease Control and Prevention, NH - Reduced Lead Poisoning of Children, Catalog of Federal Domestic Assistance (CFDA #) 93.753, Federal Award Identification Number (FAIN) # NUE1EH001271.

f) US Environmental Protection Agency, Lead 404(g) Training and Certification, Catalog of Federal Domestic Assistance (CFDA #) 66.707, Federal Award Identification Number (FAIN) # 99151215.

g) US Department of Health and Human Services, Health Resources and Services Administration, Catalog of Federal Domestic Assistance (CFDA #) 93.870, Federal Award Identification Number (FAIN) # X10MC29490.

h) US Department of Health and Human Services, Health Resources and Services Administration, Catalog of Federal Domestic Assistance (CFDA #) 93.9940, Federal Award Identification Number (FAIN) # BO4MC30627.

4.2. Anticipated Available Funding

4.2.1. Funds are anticipated to be available in the amount of $808,195 in SFY 2018 and $796,385 in SFY 2019 for a total amount of $1,604,580 for the contract term.

4.2.2. Anticipated annual funding amounts per Program Area, per public health region are detailed below:

Program Area	SFY 2018	SFY 2019	Total
Public Health Emergency Preparedness	195,000	195,000	390,000
Hospital Preparedness	70,000	70,000	140,000
Immunization Program	65,000	65,000	130,000
Pharmaceutical Rebates	113,800	93,800	207,600
Food Protection	18,000	18,000	36,000
EPH Tracking	50,000	50,000	100,000
Lead Prevention	10,465	12,535	23,000
Lead Prevention	30,940	37,060	68,0000
Home Visiting XO2 Formula Grant	221,990	221,990	443,980
Maternal Child Health	24,000	24,000	48,000
Radiological Emergency Response	9,000	9,000	18,000
	$808,195	**$796,385**	**$1,604,580**

4.2.3. Required Budget Set-asides and Subcontracts from above program areas

4.2.3.1. Infectious Disease Prevention, Investigation & Care Services from Pharmaceutical Rebates Funds:

4.2.3.1.1. HPG Member Reimbursements: $900 per year

4.2.3.1.2. Conference Support: $5,000 per year

4.2.3.1.3. Prevention Supplies: $12,000 per year

4.2.3.1.4. Digital Storytelling Subcontract: $25,000 SFY 18 ONLY

4.2.3.2. Maternal, Infant and Early Childhood Home Visiting from Home Visiting XO2 Funds:

4.2.3.2.1. Postpartum Visit Project Subcontract: $24,000 per year

4.2.3.3. Environmental Public Health Tracking from EPH Tracking Funds:

4.2.3.3.1. Public Health Network Subcontracts: Up to 3 subcontracts with a total amount of no more than $30,000 each year

4.2.3.4. Public Health Emergency Preparedness from Public Health Emergency Preparedness Funds:

4.2.3.4.1. Web-based Collaboration System: $13,000 per year

4.2.3.4.2. Medical Reserve Corps Mini-Grants: $130,000 per year

4.2.3.4.3. Preparedness Conference Support: $10,000 per year

4.2.3.5. Radiological Emergency Response Subcontracts from Radiological Emergency Response Funds:

4.2.3.5.1. Radiological Emergencies Subcontracts: Up to 4 subcontracts with a total amount of no more than $8,100 per year.

4.2.4. Estimates of available funding and time periods presented here are subject to change. Continuance of contract payments is contingent upon the availability and continued appropriations of funds. The Department may renegotiate the terms and conditions of the contract in the event applicable local, state, or federal law, regulations or policy are altered from those existing at the time of the contract in order to be in continuous compliance therewith.

4.3. Appropriate Use of Funds

4.3.1. Funds must be used in accordance with the provisions of the CFDA number referenced in subsection 4.1.1. Funds from this contract shall not be used to supplant funding for a program already funded from another source.

4.4. Matching of Funds

4.4.1. There is no match requirement for this program.

4.5. Financial Reporting Requirements

4.5.1. The Contractor shall file monthly Financial Reports to DHHS utilizing the reporting tool provided by DHHS. Expenses will be reported for reimbursement by budget line item and funding sources.

4.6. Budget

4.6.1. General Information

4.6.2. The Budgets (Appendix D), Program Staff List (Appendix E), and detailed Budget Narratives submitted shall represent the total program cost; the State will not provide reimbursement for any operational or other costs outside of the budget. Final Budgets and Program Staff Lists, incorporated into the resultant contract, are subject to DHHS approval.

4.6.3. The Budget Form shall be completed with the direct and indirect fixed costs, and shall include the allocation method for the indirect fixed costs, and match funding as identified in subsection 4.4. The Budget shall include a detailed Budget Narrative and Program Staff Lists, with line item detail for direct, indirect costs, and match (as detailed in the Budget Forms) in order to be considered.

4.6.4. The narratives must clearly address staff utilization for each area of required services detailed in Section 3 – Statement of Work, and clearly tie to the Program Staff List (Appendix E).

4.6.5. Supporting information shall be provided in sufficient detail so that the State can clearly understand the reasonableness of the cost proposal. Information shall include, but is not limited to, the basis for determining individual salaries, benefit rates, rates for supporting professional development, insurance, and indirect cost.

4.6.6. Required Budget Items

4.6.7. Proposals shall include the following items, one for each State Fiscal Year (SFY) and for each Program Area:

4.6.7.1. Budget Form (Appendix D) - this form details the costs of the Bidder's Proposal by project area and by SFY.

4.6.7.2. Budget Narrative - (Not to exceed 3 pages per project area, per SFY).

a. Describe in detail each expense item and personnel position for which funding is requested, linking each to the services to be provided. Use the cost categories and numbered items as described in the Budget Form to organize the budget justification narrative.
b. Ensure that the budget is appropriate in relation to the proposed activities, reasonable, clearly justified, and consistent with the intended use of funds. Proposals should provide the best value for cost/price bid.
c. Direct incremental costs should accurately reflect new costs associated with this program or service.
d. Describe allocation methodology for the indirect fixed costs.

4.6.8. A Program Staff List form (Appendix E) shall be completed for each SFY.

4.6.9. Microsoft Excel versions of the Budget Form (Appendix D) and Program Staff List (Appendix E) are made available by request to the Procurement Coordinator specified in subsection 6.1.

5. PROPOSAL EVALUATION

5.1. Technical Proposal

Program Implementation (Q1 – Q10)	– 200 Points
Contract and Financial Administration (Q11 – Q14)	– 100 Points
Total Technical Proposal Points Available:	**– 300 Points**

5.2. Cost Proposal

Budget and Narrative	– 100 Points
Total Cost Proposal Points Available	**– 100 Points**
Total Proposal Points Available	**- 400 Points**

6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Bobbie Aversa
Procurement Coordinator
Brown Building
129 Pleasant St.
Concord, New Hampshire 03301
Email: bobbie.aversa@dhhs.nh.gov
Fax: 603-271-4232
Phone: 603-271-9563

Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

6.2. Procurement Timetable

Procurement Timetable

(All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.)

Item	Action	Date
1.	Release RFP	03/10/2017
2.	Optional Letter of Intent Submission Deadline	03/15/2017
3.	Optional RFP Bidders Teleconference	03/20/2017 at 11 AM
4.	RFP Questions Submission Deadline	03/20/2017
5.	DHHS Response to Questions Published	03/22/2017
6.	Technical and Cost Bids Submission Deadline	04/05/2017 at 2 PM
7.	Anticipated Selection of Successful Bidder(s)	04/07/2017

6.3. Letter of Intent

A Letter of Intent to submit a Proposal in response to this RFP is optional. Receipt of the Letter of Intent by DHHS will be required in order to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Bidders, or responses to comments or questions.

The Letter of Intent may be transmitted by e-mail to the Procurement Coordinator identified in Section 6.1, but must be followed by delivery of a paper copy within two (2) business days to the Procurement Coordinator identified in Section 6.1.

The potential Bidder is responsible for successful e-mail transmission. DHHS will provide confirmation of receipt of the Letter of Intent if the name and e-mail address or fax number of the person to receive such confirmation is provided by the Bidder.

The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder's designated contact to which DHHS will direct RFP related correspondence.

6.4. Bidders' Questions and Answers

6.4.1. Bidders' Questions

All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in Section 6.1.

DHHS may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

The questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

Questions must be received by DHHS by the deadline given in Section 6.2, Procurement Timetable.

6.4.2. Bidders' Conferences

6.4.2.1. Optional Technical & Cost Proposal Teleconference

The Optional Technical & Cost Proposal Teleconference will be held on the date specified in Section 6.2, Procurement Timetable. The teleconference will serve as an opportunity for Bidders to ask specific questions of State staff concerning the technical requirements of the RFP.

Attendance at the Technical Proposal Conference is not mandatory but is highly recommended. Contact the Procurement Coordinator specified in Section 6.1 to information about participating in this Optional Technical & Cost Proposal Teleconference.

6.4.3. DHHS Answers

DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 6.2, Procurement Timetable. Oral answers given in the Bidders Conferences are non-binding. Written answers to questions asked will be posted on the DHHS Public website (http://www.dhhs.nh.gov/business/rfp/index.htm) and sent as an attachment in an e-mail to the contact identified in accepted Letters of Intent. This date may be subject to change at DHHS discretion.

6.5. RFP Amendment

DHHS reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Bidder questions. In the event of an amendment to the RFP, DHHS, at its sole discretion, may extend the Proposal Submission Deadline. Bidders who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.

6.6. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in Section 6.2, Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator specified in Section 6.1, and marked with **RFP-2018-DPHS-03-PUBLIC**.

Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.

6.7. Compliance

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

6.8. Non-Collusion

The Bidder's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.

6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract Minimum Requirements).

6.10. Validity of Proposals

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.

6.11. Property of Department

All material property submitted and received in response to this RFP will become the property of DHHS and will not be returned to the Bidder. DHHS reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

6.12. Proposal Withdrawal

Prior to the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in Section 6.1.

6.13. Public Disclosure

A Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

The content of each Bidder's Proposal, and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.

Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.

6.14. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS to award a contract. DHHS reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new bid process.

6.15. Liability

By submitting a Letter of Intent to submit a Proposal in response to this RFP, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.16. Request for Additional Information or Materials

During the period from the Technical and Cost Proposal Submission Deadline, specified in Section 6.2, Procurement Timeline, to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.

6.17. Oral Presentations and Discussions

DHHS reserves the right to require some or all Bidders to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

6.18. Contract Negotiations and Unsuccessful Bidder Notice

If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

6.19. Scope of Award and Contract Award Notice

DHHS reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.

If a contract is awarded, the Bidder must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.20. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the bidder's location or at any other location deemed appropriate by the Department, in order to determine the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. The Department may also require the bidder to produce additional documents, records, or materials relevant to determining the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the bidder.

6.21. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37,IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

6.22. Contingency

Aspects of the award may be contingent upon changes to State or federal laws and regulations.

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

7.1.1.1. Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.

7.1.1.2. Proposals must conform to all instructions, conditions, and requirements included in the RFP.

7.1.1.3. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.

7.1.1.4. Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in Section 6.1.

7.1.1.5. Fax or email copies will not be accepted.

7.1.1.6. Bidders shall submit a Technical Proposal and a Cost Proposal.

7.1.2. Presentation

7.1.2.1. Original copies of Technical and Cost Proposals in separate three-ring binders.

7.1.2.2. Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled) NOTE: loose Proposals will not be accepted.

7.1.2.3. Major sections of the Proposal separated by tabs.

7.1.2.4. Standard eight and one-half by eleven inch (8 ½" x 11") white paper.

7.1.2.5. Font size of 10 or larger.

7.1.3. Technical Proposal

7.1.3.1. Original in 3 ring binder marked as "Original."

7.1.3.2. The original Transmittal Letter (described in Section 7.2.2.1) must be the first page of the Technical Proposal and marked as "Original."

7.1.3.3. 7 copies in bound format marked as "Copy."

7.1.3.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies) on CD or Memory Card/Thumb Drive. NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.

7.1.3.5. Front cover labeled with:

a. Name of company / organization;
b. RFP#; and

c. Technical Proposal.

7.1.4. Cost Proposal

7.1.4.1. Original in 3 ring binder marked as “Original.”

7.1.4.2. A copy of the Transmittal Letter marked as “Copy” as the first page of the Cost Proposal.

7.1.4.3. 3 copies in bound format marked as “Copy.”

7.1.4.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked “Original” will control.

7.1.4.5. Front cover labeled with:

a. Name of company / organization;
b. RFP#; and
c. Cost Proposal.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section:
(Each of these components must be separate from the others and uniquely identified with labeled tabs.)

7.2.2. Technical Proposal Contents – Detail

7.2.2.1. Transmittal Cover Letter

The Transmittal Cover Letter must be:

a. On the Bidding company’s letterhead;
b. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal; and
c. Contain the following:
   i. Identify the submitting organization;
   ii. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
   iii. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
   iv. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder’s representative for all matters relating to the RFP;
   v. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;
   vi. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;
   vii. Confirm that Appendix A Exceptions to Terms and Conditions is included in the proposal;
   viii. Explicitly state that the Bidder’s submitted Proposal is valid for a minimum of two hundred forty (240) days from the Technical and Cost Proposal Submission Deadline specified in Section 6.2;
   ix. Date Proposal was submitted; and

x. Signature of authorized person.

7.2.2.2. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

7.2.2.3. Executive Summary

The Bidder shall submit an executive summary to:

a. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;
b. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
c. Show the Bidder's overall design of the project in response to achieving the deliverables as defined in this RFP; and
d. Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.2.4. Proposal Narrative, Project Approach, and Technical Response

The Bidder must answer all questions and must include all items requested for the Proposal to be considered. The Bidder must address every section of Section 3 Statement of Work, even though certain sections may not be scored.

Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph number, as appropriate.

7.2.2.5. Description of Organization

Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP.

a. At a minimum respond to:
   i. General company overview;
   ii. Ownership and subsidiaries;
   iii. Company background and primary lines of business;
   iv. Number of employees;
   v. Headquarters and Satellite Locations;
   vi. Current project commitments;
   vii. Major government and private sector clients; and
   viii. Mission Statement.
b. This section must include information on:
   i. The programs and activities of the organization;
   ii. The number of people served; and
   iii. Programmatic accomplishments.
c. And also include:
   i. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and
   ii. All strengths that are considered an asset to the program.
d. The Bidder should demonstrate:
   i. The length, depth, and applicability of all prior experience in providing the requested services;

ii. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

7.2.2.6. Bidder's References

The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder. Particular emphasis should be placed on previous contractual experience with government agencies. DHHS reserves the right to contact any reference so identified. The information must contain the following:

a. Name, address, telephone number, and website of the customer;
b. A description of the work performed under each contract;
c. A description of the nature of the relationship between the Bidder and the customer;
d. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and
e. Dates of performance.

7.2.2.7. Staffing and Resumes

Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

7.2.2.8. Subcontractor Letters of Commitment (if applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9. License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP.

7.2.2.10. Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.2.11. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

a. Bidders Information and Declarations: Exceptions to Terms and Conditions, Appendix A
b. CLAS Requirements, Appendix C

7.2.3. Cost Proposal Contents – Detail

7.2.3.1. Cost Bid Requirements

Cost proposals may be adjusted based on the final negotiations of the scope of work. See Section 4, Finance for specific requirements.

7.2.3.2. Statement of Bidder's Financial Condition

The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:
a. Opinion of Certified Public Accountant
b. Balance Sheet
c. Income Statement
d. Statement of Cash Flow
e. Statement of Stockholder's Equity of Fund Balance
f. Complete Financial Notes
g. Consolidating and Supplemental Financial Schedules

A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:
a. Uncertified financial statements; and
b. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

7.2.3.3. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the “Required Attachments” section of the Proposal.

a. Budget, Appendix D
b. Personnel Sheet, Appendix E

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Liquidated Damages, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached; Bidder to agree to minimum requirement as set forth in the Appendix B.

8.1.2. Liquidated Damages

The State intends to negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that liquidated damages shall be determined as part of the contract specifications.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

9. ADDITIONAL INFORMATION

9.1. Appendix A – Exceptions to Terms and Conditions

9.2. Appendix B – Contract Minimum Requirements

9.3. Appendix C – CLAS Requirements

9.4. Appendix D – Budget

9.5. Appendix E – Personnel Sheet

9.6. Appendix F – Definition of Planning Group Logistics Support

9.7. Appendix G – Definition of Conference Logistics Support

9.8. Appendix H – NH CQI Plan FFY 17

APPENDIX A

EXCEPTIONS TO TERMS AND CONDITIONS

A Responder shall be presumed to be in agreement with the terms and conditions of the RFP unless the Responder takes specific exception to one or more of the conditions on this form.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the State something significantly different than the State requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. (*Add additional pages if necessary*.)

Responder Name:	
Term & Condition Number/Provision	**Explanation of Exception**

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP Section 8- Mandatory Business Specifications, Contract Terms and Conditions except those clearly outlined as exceptions above.

_____ _____ _____

Signature Title Date

FORM NUMBER P-37 (version 5/8/15)

Subject: _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of , County of On , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On:	
1.18 Approval by the Governor and Executive Council *(if applicable)* By:		On:	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date_____

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials _____
Date_____

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials _____
Date_____

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

_____ _____

Date Name:
Title:

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

_____ _____

Date

Name:
Title:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

_____
Date

_____
Name:
Title:

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

_____ Date

_____
Name:
Title:

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

_____ _____

Date Name:
Title:

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

_____	_____
The State	Name of the Contractor
_____	_____
Signature of Authorized Representative	Signature of Authorized Representative
_____	_____
Name of Authorized Representative	Name of Authorized Representative
_____	_____
Title of Authorized Representative	Title of Authorized Representative
_____	_____
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

_____ _____

Date

Name:
Title:

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   _____ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

APPENDIX C

Addendum to Culturally and Linguistically Appropriate Services (CLAS) Section of RFP for Purpose of Documenting Title VI Compliance

All DHHS bidders are required to complete the following two (2) steps as part of their proposal:

(1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
(2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure ***meaningful access*** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients ***does not diminish*** the obligation covered entities have to address those needs.

Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as then there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

BIDDER STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

(1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
(2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
(3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
(4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate bidders' application of the four-factor analysis to the services they provide. At this stage, bidders are not required to submit their four-factor analysis as part of their proposal. **However, successful bidders will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFP, which is available in the Vendor/RFP Section of the DHHS website.

APPENDIX C

Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.

Considerations:

- The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are ***eligible*** for the program (but who are not currently served or participating in the program due to existing language barriers).
- Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- It is important to remember that the ***focus*** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.

- The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- The key is to have a plan in place.

Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed. • When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.
Factor #4 The resources available to the organization to provide effective language assistance.
• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis. • Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed; • Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.

APPENDIX C

BIDDER STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Cenus data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? **(Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?)** Example: One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No

4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? **(Or, do you have procedures in place to provide language assistance to LEP persons, if needed)**	Yes	No

In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. (Examples of written materials you may need to translate include vital documents such as consent forms and statements of rights.)			
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS			
a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No	
b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?	Yes	No	
c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?	Yes	No	
d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No	N/A
6. MONITORING OF SERVICES PROVIDED			
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?	Yes		No
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____	Yes		No

By signing and submitting this attachment to RFP#_____, the Contractor affirms that it:

1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFP.
2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to ***all*** LEP persons to all programs, services, and/or activities offered by my organization.

3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature	Contractor's Representative Name/Title
Contractor Name	Date

Appendix D

BUDGET FORM

New Hampshire Department of Health and Human Services

COMPLETE ONE BUDGET FORM FOR EACH PROGRAM AREA & EACH BUDGET PERIOD

Bidder Name: _____

Budget Request for: _____
(Name of RFP)

Budget Period: SFY 18 (7/1/17 - 6/30/18)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ -	$ -	$ -	
2. Employee Benefits	$ -	$ -	$ -	
3. Consultants	$ -	$ -	$ -	
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	$ -	$ -	$ -	
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	$ -	$ -	$ -	
6. Travel	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	**$ -**	**$ -**	**$ -**	

Indirect As A Percent of Direct #DIV/0!

Appendix D

BUDGET FORM

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH PROGRAM AREA & EACH BUDGET PERIOD

Bidder Name: 0

Budget Request for: _____
(Name of RFP)

Budget Period: SFY 2019 (7/1/18 through 6/30/18)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ -	$ -	$ -	
2. Employee Benefits	$ -	$ -	$ -	
3. Consultants	$ -	$ -	$ -	
4. Equipment: (includes Rentals, Repair & Maintenance, Purchase & Depreciation)	$ -	$ -	$ -	
5. Supplies: (includes supplies for Education, Lab, Pharmacy, Medical, Office)	$ -	$ -	$ -	
6. Travel	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses (includes Telephone, Postage, Subscriptions, Audit & Legal, Insurance, Board Expenses)	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	**$ -**	**$ -**	**$ -**	

Indirect As A Percent of Direct #DIV/0!

APPENDIX E

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Bidder Name:

Name of RFP:

Budget Period: State Fiscal Year 2018 (7/1/2017 - 06/30/18)

A	B	C	D	E	F	G	H	I	J	K
Position Title	**Current Individual in Position**	**Projected Hrly Rate as of 1st Day of Budget Period**	**Hours per Week***	**Total Wkly Salary**	**Total Wks Per Year**	**Total Annual Salary**	**Amt Funded by this RFP project for Budget Period**	**Total Wkly Hrs devoted to this RFP project for Budget Period***	**Amt Funded by other sources for Budget Period**	**Site Location****
Example:										
Program Coordinator	Sandra Smith	$21.00	40	$840.00	52	$43,680.00	$40,000	36.63	$3,680.00	Portsmouth Site
Administrative Salaries										
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
Total Admin. Salaries							**$0.00**	**-**	**$0.00**	
Direct Service Salaries										
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
Optional Services/Programs										
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
Optional Services/Programs										
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
Optional Services/Programs										
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
Total Direct Salaries							**$0.00**	**-**	**$0.00**	
Total Salaries for this RFP Project							$0.00	-	$0.00	

Program Staff List

New Hampshire Department of Health and Human Services
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Bidder Name:

Name of RFP: 0

Budget Period: State Fiscal Year 2019 (7/1/18 - 06/30/19)

A	B	C	D	E	F	G	H	I	J	K
Position Title	**Current Individual in Position**	**Projected Hrly Rate as of 1st Day of Budget Period**	**Hours per Week***	**Total Wkly Salary**	**Total Wks Per Year**	**Total Annual Salary**	**Amt Funded by this RFP project for Budget Period**	**Total Wkly Hrs devoted to this RFP project for Budget Period***	**Amt Funded by other sources for Budget Period**	**Site Location****
Example:										
Program Coordinator	Sandra Smith	$21.00	40	$840.00	52	$43,680.00	$40,000	36.63	$3,680.00	Portsmouth Site
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		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
Total Admin. Salaries							**$0.00**	**-**	**$0.00**	
Direct Service Salaries										
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
Optional Services/Programs										
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
Optional Services/Programs										
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
Optional Services/Programs										
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
		$0.00	0	$0.00	0	$0.00	$0.00	-	$0.00	
Total Direct Salaries							**$0.00**	**-**	**$0.00**	
Total Salaries for this RFP Project							$0.00	-	$0.00	

APPENDIX F

Definition of Logistical Support for Committees and Planning Groups

Listed below are the key components of providing logistical support for ongoing public health committees/planning groups. While this list is intended to be comprehensive, there may be additional activities required based on the specific needs of a committee or planning group/process.

1. Convene, facilitate, and document meetings, including those of subcommittees, work groups, or similar bodies.
2. Develop the meeting agendas in coordination with DPHS staff. Disseminate announcements of meetings to members and post publicly as directed by DPHS staff.
3. Maintain contact information for all members of the committee/planning group, including subcommittees, workgroups or similar bodies.
4. Maintain existing website(s) to inform members and the public of the purpose, membership, and activities of the planning group/committee.
5. Coordinate logistics with invited speakers and guests.
6. Provide operations support during meetings including registering attendees, coordinating IT needs, coordinating with the site staff, publishing minutes and other activities typically associated with meeting support.
7. Compile data from attendee's evaluation forms, analyze the data and provide a written report to DPHS staff.

ADDENDUM G

Definition of Logistical Support for Conferences

Listed below are the key components of providing logistical support for conferences. While this list is intended to be comprehensive, there may be additional activities required based on the specific needs of conference planners.

1. Convene, facilitate, and document meetings of a conference planning team.
2. Develop the conference agenda in coordination with the planning team.
3. Compile e-mail lists to promote the conference using addresses supplied by members of the planning team.
4. Design and electronically publish a conference brochure, “Save the Date” announcement and other marketing materials as funding allows.
5. Design, layout and print materials for conference attendees.
6. Coordinate logistics with speakers.
7. Coordinate logistics with vendors and support their logistical needs during the conference.
8. Provide operations support during the conference including registering attendees, coordinating IT needs, coordinating with the conference site staff, and other activities typically associated with conference support.
9. Compile data from attendee’s evaluation forms, analyze the data and provide a written report to the funding program.
10. Receive payment from vendors. All revenue generated not used to support this conference must be put toward activities funded by the program that was the source of funds used for this conference.
11. Execute a subcontract with the conference site.
12. Submit a report to the funding program detailing all costs and income generated.

CQI Plan Overview:

The overall mission of this CQI plan is to consistently reach 85% enrollment capacity among all eleven of New Hampshire's LIAs delivering HFA services by September 30, 2018. NH seeks to achieve this mission by improving family enrollment, engagement and retention.

Organizational System and Support:

List LIAs or CQI teams that will participate in CQI activities and the extent to which LIA management supports direct involvement in CQI activities.

Exhibit 1. Organizational System and Support

CQI Topic: Family Enrollment/Engagement/Retention*

****LIAs to determine specific topic area based on their past performance***

LIA Name	County	Position	Name	LIA Management Lead
CAP Belknap/Merrimack Counties ,INC.	Belknap	Manager/Supervisor/FAW	Aurelia Moran	
	Belknap	Early Head Start Specialist/Supervisor	Vanessa Gordon	
	Belknap	Director of Early Childhood Programs	Beth Hennessey	Aurelia Moran
	Belknap	FSW/FAW	Siobhan Connelley	
Central New Hampshire VNA & Hospice	Carroll	Program Manager/Supervisor/Nurse	Schelley Rondeau	Schelley Rondeau
	Carroll	FAW/FSW	Helen Rautenberg	
	Carroll	FAW/FSW	Abbie Eldridge	
Child and Family Services of new Hampshire	Manchester Hillsborough Merrimack Rockingham	Program Supervisor/Manager	Lisa Anderson	Maryann Evers Lisa Anderson
	Manchester Hillsborough Merrimack Rockingham	Program Director	Maryann Evers	Stephanie Emmons
	Manchester Hillsborough Merrimack	RN	Helena Guttman	
	Merrimack Rockingham	Program Supervisor	Stephanie Emmons	
	Manchester	FAW	Melanie Chavez	
	Manchester	FSW	Carolyn George	
	Hillsborough	FAW/FSW	Delmy Bonilla	

	Hillsborough	FAW/FSW	Carrie Santos	
	Merrimack	FSW	Jessica Deshaies	
	Merrimack	FAW	Christine Maguire	
	Rockingham	FSW	Alison Kolozsvary	
	Rockingham	FAW	Janis Lilly	
	Rockingham	FSW	Melodie Evans	
	Rockingham	Registered Nurse	Shauna McMenimen	
Community Action Partnership of Strafford County	Strafford	Child & Family Services Director/HFA co-manager	Stacie McCoy	Halen Gori
	Strafford	Contracts and Data Quality Manager	Elena Engle	
	Strafford	Home Visiting/HFA Supervisor/Manager	Halen Gori,	
	Strafford	FAW/FSW	Tara Bianchi	
	Strafford	FAW/FSW	Deirdre Siede	
	Strafford	Nurse	Vicki Senter	
The Family Resource center at Gorham	Grafton Coos	Director of Family Support Programs	Jennifer Buteau	Jennifer Buteau
	Grafton	FSW	Annette Lucas	Kacey Micucci
	Grafton	FSW	Amy Robinson	
	Grafton	Sup	Kristen Kennett	Kristen Kenett
	Grafton Coos	Nurse	Gina Belanger	
	Coos	FSW	Briana Shannon	
	Coos	FSW/FAW Supervisor/Manager	Kacey Micucci	
	Coos	FSW/FAW/Supervisor	Kristin Kennett	
	Coos	FSW	Ashlie Poirier	
	Coos	Nurse	Gina Belanger	
TLC Family Resource Center	Sullivan	Nurse	Karen Jameson	Melony Williams
	Sullivan	FSW	Erin Kelly	
	Sullivan	FSW	Holly Bee	
	Sullivan	Intake Coordinator/FAW	Rene Couitt	
	Sullivan	HFA Clinical Supervisor/HFA co-Manager	Melony Williams LCMHC	
	Sullivan	Dir. Of Finance & HR	Jo-Ann Kleyensteuber	
	Sullivan	QI Coordinator	Brenda Foley	
	Sullivan	Executive Director/HFA co-manager	Maggie Monroe-Cassel	
VNA at HCS,INC	Keene	Program Coordinator FAW/Supervisor/Manager	Penelope R Vaine	Penelope Vaine
	Keene	FAW/FSW	Mary Mullen LaValley	

	Keene	FSW	Rebecca Landry	
	Keene	FAW	Staci Branon	
	Keene	Nurse	Jennifer Goodrow	
	Keene	Nurse	Bekki Joki	
	Keene	Nurse	Mindy Vonderhorst	

LIA management supports direct involvement in CIQ activities primarily through allocating staff resources (staff time). HFA Supervisors/Program Managers will act as Management leads as they are currently charged in submitting quarterly reporting, attending monthly meetings and participating in peer-to-peer learning activities. As supervisors/program managers not only understand MIECHV objectives but also are knowledgeable about the unique needs of their community and available resources they are well positioned to provide input of how QI activities will be implemented at the local level. HFA Supervisors/Managers have the influence to guide quality improvement initiatives, align proposed tests with model fidelity and use early adopters/champions as catalysts for the LIA team. The CQI plan will build on current activities reducing additional burdens and increasing buy-in as LIA's are already involved in enrollment, engagement and retention improvement activities which relate to the overall goal of the CQI plan.

Describe the extent to which program participants are included in CQI teams and encouraged to lead quality improvement work.

It is understood that programs work best and achieve programmatic goals more often when mechanisms are in place to receive participant feedback, satisfaction and active input into program planning. Funds from the MIECHV grant will continue to support local councils that also serve as advisory boards to the local Healthy Families America agencies. In addition to community partners, these local councils have participants that may include active or graduated program participants that are involved in advising on all aspects of the program including quality improvement work. Other mechanisms are in place to engage participants, such as participant/family satisfaction surveys. LIA's disseminate satisfaction surveys to their program participants at least once yearly in an effort to collect feedback on ways to improve service delivery. Surveys are also given to families who choose to discontinue services prior to program completion. This data collected is then used to support and inform CQI activities geared specifically towards participant engagement. As part of the MIECHV evaluation activities in 2016, a universal satisfaction survey was created to ensure that LIAs were collecting, analyzing, and reporting this data in a manner consistent with both CQI and HFA best practices.

List state/territory personnel assigned to CQI teams, including their relevant experience and skills

The staffs on the project are listed below and will serve all the LIA teams in addition to providing statewide sub-recipient monitoring activities that blend into overall quality of the home visiting program.

Home Visiting Program Coordinator- Heidi Petzold has over 8 years of experience working in human services, serving children and families in New Hampshire. After receiving her BA from Franklin Pierce University in 2006, Ms. Petzold became employed with The Division for Children, Youth, and Families providing assessment and consultation to families experiencing trauma and other risk factors for abuse and neglect. Ms. Petzold also investigated reports of child abuse and neglect by working collaboratively with community agencies, law enforcement, and medical and mental health professionals.

In 2010 Heidi transitioned into The Division of Family Assistance, Temporary Assistance to Needy Families (TANF) where she worked with families to provide social services that promote self-sufficiency. Her primary focus was to implement The Family Violence Option, a Federal initiative that provided service plans to those individuals experiencing family violence and connected families receiving TANF to community and agency resources and services.

Since 2013, Ms. Petzold has been the Home Visiting Program Coordinator for the Maternal and Child Health Section of the Division of Public Health Services (DPHS). Ms. Petzold's work focuses on oversight of LIAs and ensuring quality of the services provided to families served in Healthy Families America programs. She currently manages the ETO data-system and provides technical assistance to LIA staff.

MIECHV Program Director – This vacant position is with the Maternal and Child Health Section of the New Hampshire Department of Health and Human Services, Division of Public Health Services. The selected candidate will work to ensure the comprehensive systems approach to early childhood Title V programming that includes oversight of the federal Maternal, Infant, and Early Childhood Home Visiting (MIECHV) and Comprehensive Family Supports and Services (CFSS) home visiting programs.

As the Director of the MIECHV program, this position will supervise the MIECHV state team in the implementation of program objectives and is responsible for development of program plans, objectives, activities and policy to achieve state and federal objectives including current and future CQI planning and implementation.

MIECHV Program Planner/Evaluation Coordinator -Erica Proto is a Registered Nurse with a background in social medicine and over 10 years of experience working in both clinical and community-based settings. She received a Bachelor's Degree in Medical Sociology from Simmons College in 2002 and later completed her nursing education at Rivier University, becoming licensed in New Hampshire and Massachusetts as an RN in 2005.

Since 2012, Ms. Proto has been the Home Visiting Evaluation Coordinator for New Hampshire's MIECHV Competitive Gran program, two days per week. Ms. Proto will be funded by the MIECHV Formula Grant to add one day each week to build capacity for the state's administration of the program. Currently, the state's evaluation work focuses on the LIAs and families served in the Healthy Families America program. As a liaison between the Evaluation Contract staff, the LIAs and federal project officers, Ms. Proto is an integral member of the MIECHV State Team. Ms. Proto is involved in various other projects and initiatives as part of the MIECHV program, including continuous quality improvement activities.

Ms. Proto began her career at the Dana-Farber Cancer Institute as a health education intern. Over the course of several years, she worked in various capacities at Dana-Farber, including clinical research coordination, survivorship outreach, and as a clinical nurse specialist for a mobile health program, which provided cancer prevention education and screening to underserve populations in the Boston area. Her developing interest in public health led her to become a tobacco treatment specialist through an extensive training program at University of Massachusetts' Medical School. She brought those skills along with her commitment to health education to her role as an RN in maternal-child health, where she led prenatal education initiatives for several years. Ms. Proto's skills in nursing, health education and program coordination bring a unique blend of expertise to her current role as the MIECHV Program Evaluation Coordinator.

MIECHV Data Coordinator– Although currently vacant, the MIECHV Data Manager will serve as the primary user and contact between Social Solutions Global for Efforts to Outcomes (ETO) software and the MIECHV program. As such, this individual will work with the MIECHV State Team, LIAs and contractors relative to the Healthy Families America program. He/she will manage the complex data system configuration and reporting specifications of the MIECHV program. She/he will support end users in training, malfunction resolution and complex data activities required by grant. In order to carry out effective CQI activities, the Data Manager will have a role in providing LIA direct support on quality initiatives in data entry and how to effectively use the system to achieve quality data. This position will provide report configuration, data analysis and interpretation, and trouble-shooting for end users. With the help of this position, New Hampshire will be better able to meet the data needs of the CQI plan.

MIECHV Training Coordinator (sub-recipient contract with Community Health Institute) - Katie Robert, MPA, is a Project Manager with CHI/JSI. She provides project management and technical support to a variety of projects across the public health spectrum. Ms. Robert has extensive experience directly and indirectly with New Hampshire early childhood education programs to improve physical activity and nutrition policies in their settings. In addition, Katie works on a number of projects related to health communication and outreach plan development for a variety of state programs, including MIECHV Training Coordination, and privately-funded collaboratives. She received her Masters in Public Administration and her BA in Political Science from the University of New Hampshire. Her interests include policy development, health communications, and survey design and assessment. Mrs. Robert has used survey methods for LIA feedback to implement a robust training plan that currently includes intensive training and community of practice calls in the areas of Reflective Supervision and Recruitment and Retention from Zero To Three.

Other resources for internal TA and consultation include individuals that do not have allocated time to a specific project but are available to provide support on a limited basis. These individuals include ; Dr. David LaFlamme, Epidemiologist from the University of New Hampshire; and Anne Marie Mercuri, RN, BSN, MPH, the MCH Quality Improvement Nurse Consultant.

Exhibit 2. Grantee Personnel to Support Local Implementing Agencies

State/Territory Personnel Assigned to CQI Teams	Experience With CQI	Professional Development/ Support Needed to be Successful in This Role	LIAs/CQI Teams Supported (List)	Staff Time Allocated To Supporting CQI Teams (e.g.,0 .25 FTE)
MIECHV Administrator (Vacant)	Seeking Masters level candidate with Relevant experience	TBD based on candidates previous experience with HRSA grant management and MIECHV program support/training in HRSA Benchmarks and programmatic goals	Statewide	0.2 FTE
MIECHV Program Coordinator	IHI Webinars, Clinical Microsystems (DHMC) Sub-recipient monitoring	In depth quality improvement training and use of QI tools	Statewide	0.2 FTE
MIECHV Data Manager (Newly created position to be filled)	Relevant experience	TBD based on candidate's previous education and experience. Professional Development in HRSA Benchmarks, data cleaning for federal reporting.	Statewide	0.2 FTE
MIECHV Evaluation Coordinator	clinical research coordination	Needs will be assessed at an ongoing basis	Statewide	0.13 FTE
Training Coordinator	Program Administration, Public Health expertise	Needs will be assessed at an ongoing basis	Statewide	One day a week as needed.

Summarize financial support for CQI work, including allocation of resources and staff time at the state/territory and local levels.

Financial support including resources and staff time at the local level is allocated though the contractual process. System wide requirements including attendance at mandatory meetings, trainings and sub – recipient monitoring activities including reports, data submissions, site visits and coaching calls are defined in LIA contracts and consist to about 1 day per week of dedicated staff time. Allocation of additional staff time varies depending on the needs and experience of the local agency. For example, TLC Family Resource Center has a dedicated Quality Improvement position and may allocate more time to quality improvement although not require by the contractual process. Sites such as CAP Belknap/Merrimack Counties ,INC. who have part-time staff or a low percent of FTE charged to the MIECHV grant may not have capacity to perform above the contractual requirements.

Describe how you will generate buy-in and support for your CQI work.

New Hampshire has a long history of implementing quality improvement initiatives, through both informal and formal processes. However, generating buy-in is still a challenge as we continue to strive to create a "culture of quality". Over the past three years, a variety of training initiatives have been introduced, tested and evaluated as part of the MIECHV evaluation lead by the University of New Hampshire (UNH). In 2014, a series of face-to-face forums were launched highlighting leadership development training, theories and techniques. Feedback in the form of surveys, verbal anecdotes and resistance to participation prompted the state team to re-think content and the method of delivery. In response to this feedback, NH launched a CQI initiative in 2015, including a hybrid training series of online webinars through the Institute on Health Care Improvement (IHI) combined with face-to-face forums facilitated by the state team. Participating in the training series was mandatory for all HFA staff, but because the training content was developed based on LIA feedback, resistance to participation was lower than in previous years. The use of LIA Feedback continues to be a valuable tool in moving CQI initiatives forward, and significant efforts have been made to strengthen feedback loops between LIA and the state team. Focus groups facilitated by the UNH Evaluation Team provided additional insight into the challenges and successes of CQI efforts at the local level and helped formulate plans that help move the state team and LIA's toward achieving their individual and collaborative goals. For the first time in the history of the MIECHV program in NH, all 11 LIAs distributed a standardized satisfaction survey to families participating in the HFA program. This was a powerful method of collecting feedback directly from the families that LIAs are deeply committed to serving. There isn't a more powerful motivator for home visitors than satisfied, engaged families. Learning to look at data from a CQI perspective, combined with results from the MIECHV evaluation, all helps LIA to see a benefit in their efforts to embrace quality. To continue to generate buy-in for current and future CQI initiatives, NH plans to gather constructive feedback from LIA's and generate data management strategies that are useful in reaching goals in both model fidelity and federal benchmark priority areas. As the MIECHV program continues to build capacity for quality improvement work, NH's vision is to continue to utilize consumer feedback and LIA input to formulate future CQI plans.

Describe training and coaching activities planned to strengthen CQI competencies for state/territory and local teams.

Ongoing training and coaching in CQI methods are planned for LIA teams throughout the year in different formats to strengthen CQI competencies. The HV Coordinator provides direct support to supervisors monthly in both face-to-face and web-based meetings on topics including HFA Model Fidelity and federal benchmark reporting. Agenda topics for monthly meetings are tailored to agency needs but are directly related CQI activities and include training to achieve performance measures, peer to peer TA, TA from the Program Coordinator, disseminating results or lessons learned and collecting information from agencies on how to best support improvement activities. The HV Coordinator provides quarterly coaching calls to LIA teams as a follow up to quarterly data submissions and the focus is to support CQI activities, tools and CQI methodology. The state team conducts sub-recipient monitoring in the form of quarterly reports review, site visits, and monthly LIA supervisors meetings. The Training Coordinator will continue to utilize LIA feedback to provide targeted training such as the current trainings on Reflective Supervision, Family Engagement, which are being led by training specialists from Zero to Three. This training series also includes an ongoing series of community of Practice calls with sites, which are facilitated by Zero to Three. The State team also coordinates biannual "Learning Exchanges" where all LIA teams are present and participate in skill building activities that can include content based training, the use of new CQI tools, data quality, team building exercises, and other activities that reinforce CQI methods. The MIECHV Data Manager will administer the web based data collection system (ETO) and provide training and technical assistance in quality improvement as it relates to data, in addition to developing manuals and structured training opportunities for LIA's. The Evaluation Coordinator will continue to support the UNH Evaluation Team and the LIAs with respect to evaluation and CQI activities in order to reduce duplication and coordinate joint efforts. The evaluation team will also begin distributing a monthly infographic to LIA's highlighting current evaluation/CQI activities, successes, best practices and outcomes relevant to LIA's and participating families. Progress on CQI competencies is assessed through formal and and informal processes including; pre and post tests, surveys ,coaching calls, focus groups and progress on quarterly and annual reports.

The following activities are scheduled over the next several months:

- September 6, 2016-Statewide Supervisors Meeting
- September 20, 2016-Engagement and Recruitment Community of Practice calls- 2 groups
- October 4, 2016-Statewide Supervisors Meeting including training on "Managing and maintaining optimum reflective supervision practices within the program"
- October 15, 2016-Quarterly report due with coaching calls to follow
- November 1, 2016- Statewide Supervisors meeting-LIA Bring Brag Borrow
- November 15,2016- Engagement and Recruitment Community of Practice calls- 2 groups
- November 17, 2016- Fall Learning Exchange
- December 6,2016- Statewide Supervisors Meeting
- January 3, 2017- Statewide Supervisors Meeting
- January 15,2017- Quarterly Report due with coaching calls to follow
- January 10, 2017-Statewide Supervisors meeting including a Webinar "Exploring outcomes of reflective supervision"

The training calendar for 2017 is not yet finalized, but plans are being developed to include additional training around family engagement, recruitment and retention of families and staff, CQI refresher courses and more advanced CQI practices.

Exhibit 3. Ongoing Support for Teaching, Coaching and Using CQI Data to Inform Improvement

Name of Point person	**Method**	**Frequency**	**Additional Comments**	**Indicator(s) of Effectiveness**
Home Visiting Coordinator, training coordinator	Supervisors meetings	Monthly face to face meetings	This will include peer-to-peer learning, data sharing, lessons learned, training, quality improvement tools, group supervision and CQI support	Positive participation, feedback, consumer led agendas
Home Visiting Coordinator, data manager (upon hire)	Caseload analysis	Monthly or as needed	This calculates the capacity or "opens slots" based on HFA formulas. LIA's will understand how to calculate data to inform program enrollment/capacity and to track improvements/changes in capacity	Sites will be able to report current capacity
Home Visiting Coordinator, MIECHV administrator (upon hire)	Coaching calls	Quarterly	LIA's discuss success, challenges, road blocks, messaging, plans for next phase, and may seek guidance, examples, evidence based national measures or any other needs	Coaching should result in increased confidence in sites and problem solving and ultimately result in increased results
Home Visiting Coordinator, data manager (upon hire)	Quarterly Retention reports	Quarterly	LIA's report measures on a quarterly basis to identify improvements or challenges	Quarterly data will improve over time
State team	Bi-annual Learning	Twice yearly	All HFA LIA staff will meet for coordinated	Surveys will show positive

	exchanges		CQI/training and peer to peer learning	satisfaction and increased sharing and learning
Evaluation team	Satisfaction surveys	Yearly and as needed	Sites disseminate satisfaction surveys to participants and report yearly to state team. Satisfaction surveys are compiled on a statewide basis to show trends and areas of successes and challenge	Sites will use data to increase enrollment, retention and participant satisfaction
Evaluation team	Focus groups	At least yearly	Sites will provide feedback to drive changes in policy and practice	Increased trust and buy-in, feedback loop, collection of LIA level information to inform the State Team
Evaluation team	Evaluation infographics	Monthly	Sites will see current data and evaluation updates	Increased use of data and information to drive decision making
Training Coordinator	Training	Yearly and as needed	Sites will receive coordinated training in areas to increase CQI competencies and targeted training	LIA's will report trainings needs are met.
Training Coordinator	Newsletter	Monthly		
Data Manager	Data coaching with sites	As needed/ During Monthly or bi-annual meetings	Sites will have the ability to accurately measure outcomes.	Sites will have an increased understanding on how, when and where to collect and document data and how to address missing data
Identify areas of anticipated priority support you would like to receive from	1. Training on revised HRSA Benchmarks 2. Training for Data Manager (upon hire) on HRSA Benchmarks 3. Ongoing TA on CQI methods for state team 4. CQI training for MIECHV Administrator (upon hire) 5. Provide access to HV-CoIIN materials with similar process measures.			

the DOHVE team to provide optimal support to local CQI teams.	6. Provide Webinars, forms, tools or training materials that can be available to the LIA's. 7. Provide TA on resolutions to fully utilize data system capabilities for CQI

Describe how you will incorporate learning based on data into staff training and technical assistance provided to LIAs.

When LIAs increase their understanding of data they are more likely to use data as part of everyday practice to improve outcomes. TA and training of key reports on recruitment, retention and outcomes will contain all aspects of how data plays important roles in CQI. LIA's will explore how data entry can affect outcomes if not documented correctly. LIA's will also have training on translating home visit activities into data that can be logged into run charts to identify areas of challenge and also to identify particular areas of success. LIA's will use data to inform practice and how and modifications in practice translate into data that can be used for ongoing improvement and for peer-to-peer learning. LIA's will gain competencies in using the data system for pulling reports in real time and using available data to better inform practice.

Identify organizational challenges, if any, that could be barriers to CQI efforts and include an approach to addressing those challenges.

HFA is a complex model. While LIAs appreciate both its structure and the ability to tailor the model to better fit local needs, the rigor of meeting model standards, Federal Benchmarks and CQI requirements is daunting. Most LIAs are small and have only a few people who fill multiple roles and may have only one or two home visitors, making it challenging to meet the many administrative requirements of the program. Staff turnover remains a challenge for many LIAs.. Current CQI activities have helped bring to light the negative impact that staff turnover has on family engagement. The emphasis in the HFA model on comprehensive training and effective, adequate supervision supports home visitors and assessment workers in their roles, but the investment in staff is high and staff turnover remains a disruptive and expensive issue. Therefore, much of the CQI plan focuses on ensuring that LIA's have the knowledge, skills, competence, and support necessary to fulfill demanding job requirements including CQI activities.

The use of a web-based data system (ETO) has posed many challenges for the State Team and for LIA's. In the past, delayed contract procurement and the complexity of data collection and reporting have delayed reporting features used for CQI teams. New Hampshire anticipates the revised benchmark plan will pose new challenges requiring time and additional funds. Although this has been accounted for in the budget, the limited time frames to enact, deploy and train LIA's are an anticipated challenge. New Hampshire is creating and preparing to hire a new Data Manager position to address internal capacity for Data administration. MCH found that the level of skill required to produce and maintain the intricate benchmark and fidelity reports is beyond expertise than what was originally anticipated. Given this discovery, New Hampshire developed a new position to add to the program in late 2016. New

Hampshire foresees more success in data quality and usage in the future when a Data Manager is hired to take on a greater role working directly with LIA's for data quality and report writing. MCH expects to incorporate coaching to sites in using data for CQI, on-the-spot data fixes and training for the new revised benchmark measures.

CQI Mission

a. Include topic(s) of focus for each LIA, a justification for why those topics were selected, and an explanation of how those efforts will align with state/territory priorities.

The overall mission for the NH MIECHV/HFA program is to improve the lives of the children and families served. Over the past several years, NH has made great strides in the adoption and installation of HFA as an evidence-based model for home visiting, and implementation efforts continue in order to bring the program to scale. Implementation science argues that adhering to a set of evidence-based drivers or core components to guide program implementation will increase the likelihood that the program will achieve success. According to the framework, drivers evolve and mature over the course of the implementation process as sites build capacity. Through this process occurring, NH has arrived at our CQI mission for 2016-2018: to consistently reach enrollment capacity across all eleven LIAs delivering HFA services.

In previous years, implementation efforts centered on fidelity to the model and building the infrastructure needed for service delivery across the state. Formal CQI efforts began in 2014 focusing on four specific performance measures (staff supervision, developmental screening, maternal depression, and family retention). The effectiveness of this CQI effort has been studied using LIA feedback, evaluation results, family satisfaction survey data, and performance measure data. The HRSA goal of 85% enrollment in available family "slots" and Healthy Family Families America standards on enrollment and capacity has led the state team and local LIA teams to have an increased focus on enrollment, engagement and retention. LIA's track capacity on a monthly basis and have linked family engagement as a driver to meeting other benchmark and HFA programmatic and family centered goals. Many LIA teams have reported challenges regarding enrolling and retaining high-need participants AND retaining home visiting staff. The State Team has responded to the LIA's request for training and CQI efforts with an increased focus in these areas and is currently providing training and coaching to achieve programmatic goals in the area of filled family slots or capacity.

For the 2016-2018 CQI plan, LIA's that are below an 85% capacity in filled family slots will fully participate in CQI activities as outlined in this plan. For some LIAs, reaching enrollment goals might involve CQI efforts focused on families, staff, institutional/infrastructure factors, or a combination. Specific objectives and plans for change testing will be determined by individual LIA's participating in the initiative. Teams who have already reached the 85% goal are included in many sub-recipient

monitoring and supporting activities that co-mingle with CQI teams. These LIAs can provide peer-to-peer support regarding lessons learned, techniques, best practices and leadership to support the current CQI activities.

The CQI Mission specified in this plan is aligned closely with the NH state action plan and priority needs. The Division of Public Health Services Quality Improvement Plan 2013-2016 (See Attachment) emphasizes a commitment to the Culture of Quality and has established the DPHS Quality Improvement Council The purpose of the QI Council is to serve in a leadership role within the Division as we work to institutionalize a system for performance management and quality improvement. This high-level focus provides the support needed for the state staff to implement a plan for quality in the MIECHV program, including supporting LIAs in the CQI work being done at the local level.

Goals and Objectives:

Exhibit 4. Goals and Objectives, Changes to be Tested, Methods and Tools, Measurement and Data Collection

Goal 1: Improvements in service capacity: maximize program capacity though enrollment, engagement and retention of families.					
Objective(s)	**Change(s) to be Tested, if Known**	**Method(s)/ Tool(s)**	**Measure**	**Data Collection**	**Data Review and Interpretation**
By September 30th, 2018, All LIAs will achieve 85% capacity of family slots available. Additional, short term (e.g. 90-day) objectives will be determined by participating LIAs depending on their local context and site-specific	To identify progress towards this smart Aim, LIA's will select process measures that are necessary to achieve the Smart Aim. LIA teams will be introduced and have access to HV CoIIN materials (Family Engagement) that include Key driver diagrams, changes to be tested and measures that have been tested that are evidence-based or evidence-informed. LIA teams can also utilize Model Fidelity supports such as the HFA	Perform test of changes using PDSA cycle methods Participate in Community of practice calls facilitated by Zero to Three Complete Monthly enrollment report Participate in Quarterly Coaching calls Complete quarterly work	The percentage of available capacity that was filled. Numerator: Number of "slots"filled Denominator: Number of available family "slots".	Local teams will store and use data from the Efforts To Outcomes data system. PDSA forms or Tick and Tally sheets can also be used to test small changes or changes not required by the model or HRSA that are not required to be documented in the web based system.	LIAs report measures monthly using a formulated Excel template or Capacity report. LIA's will complete run charts monthly to show changes. Quarterly coaching calls will be utilized to strategize strengths, barriers, and need for mid-

needs and challenges. These will be outlined in each LIA's Enrollment Improvement Plan.	Implementation Specialist. The changes tested will be adapted, adopted, or abandoned over time as testing and learning occur. Sample changes to be tested include: Enrollment •# outreach activities to increase awareness of program (OB office, school RN/Guidance) •# of referrals to program •# enrolled Engagement •Satisfaction survey active families •% Families reporting program meeting their needs Retention •Duration in program •Satisfaction survey (why do families drop out of program) •% families receiving services per model •% families on creative outreach	plans Implement Enrolment improvement plans utilize IHI open school standardized training Utilize HVCoIIN Family Engagement Key Driver Diagram for guidance		Data will be cleaned and analyzed by 1.LIA teams 2.State teams 3.Combination of both depending on the measure and where the data is stored.	course correction.

b. Describe CQI tools the state/territory team will use to support local CQI work, such as a CQI team charter, a driver diagram that displays the theory of change, process and outcome measures used to track progress, process maps, and run charts.

LIA sites are provided with a variety of tools including;

- Workplan templates: includes contractually required performance measures and definitions
- Coaching call summary sheets: documents and provides mechanism for feedback & communication between LIA and state team
- QI tool templates such as: Driver diagram, PDSA, fishbone diagram, 5 Why's , flow charts, Excel run charts
- Enrollment improvement plan criteria
- Monthly enrollment form template

- Process and Outcomes measures
- Performance data displays: Run charts, graphs, tables, etc.

Examples of changes to be tested based on HV CoIIN evidence based measures the state team will also utilize many of these same tools to track progress at the state/aggregate level in order to report on enrollment capacity and other federal benchmark areas to HRSA at the required points in time.

Measurement and Data Collection:

a. Include a plan for data collection (what to collect and how often), display, and dissemination at the local and state level for CQI purposes.

LIAs use the ETO data system to collect all programmatic data and to report back to the state team. The ETO system was designed to capture data in accordance with HFA best practice standards, HRSA requirements, and NH-specific needs. LIA's use ETO data reports for quarterly reporting and to inform Plan, Do, Study, Act (PDSA) cycles for CQI. Sites Supervisors and Program managers have access to reports and other sensitive information and are encouraged to run reports as needed for use in supervision and to inform practice. Credentialed staff are encouraged to share data, as appropriate, with executive level LIA staff and direct service staff (e.g. assessment and service workers). The state team, in a parallel process, uses data in the ETO system for HRSA benchmark and quarterly reporting that informs the state team on successes and challenges statewide.

LIA's will attend training on new benchmark measures in the fall to fully understand the changes in practice and data collection that will take place starting October 1,2017. Ongoing sub-recipient monitoring will take place to ensure compliance as well as ongoing training and TA to support sites during this transition period.

b. Describe LIA or CQI team capacity to track progress, determine if tested changes resulted in improvement, identify the need for course corrections, and use data to drive decision making.

TA and training of key reports on recruitment, retention and outcomes will contain all aspects of how data plays important roles in CQI. LIA's will explore how data entry can affect outcomes if not documented correctly. LIA's will also have training on interpreting home visit activities into data that can be logged into run charts to identify areas of challenge and also to identify particular areas of success. LIA's will use data to inform practice and how and modifications in practice translate into data that can be used for ongoing improvement and for peer-to-peer learning. LIA's will gain competencies in using the data system for pulling reports in real time and using available data to better inform practice. LIAs report measures monthly using a formulated Excel template or Capacity report. LIA's will complete run charts monthly to show changes, and quarterly coaching calls will be utilized to strategize strengths, barriers, and need for mid-course correction.

c. Describe how you will communicate and spread CQI learning.

Progress on CQI activities will be communicated using the following mechanisms:

- LIA monthly "bring, brag, borrow" at supervisors meetings, Biannual learning exchanges attended by all LIA staff and the state team, monthly Community of Practice calls facilitated by Zero to Three
- Individual and group supervision at LIA and state level
- National presentations, including HRSA grantee meetings, HFA annual conference (LIA) and AMCHP (evaluation team)
- Training Newsletter published monthly by the state training coordinator
- Evaluation infographic email disseminated monthly by the evaluation team
- Dissemination to other state teams and Divisions at section and Division meetings.

Grantee Monitoring and Assessment of Progress:

a. List active and completed CQI projects at the state/territory level including topics, SMART aims, successes, and lessons learned.

New Hampshire has a long history of providing quality improvement initiatives, including both informal and formal processes. In previous years, implementation efforts centered around fidelity to the model and building the infrastructure and capacity needed for service delivery across the state. Over the past three years, a variety of training initiatives have been introduced, tested and evaluated as part of the MIECHV evaluation lead by the University of New Hampshire (UNH). Although these CQI projects included specific topics, aims and goals on the state and evaluation level, the delivery of such projects were presented at the introductory level to begin to build a uniform culture of quality. Results and completed projects will be included in the Competitive Grant final report not yet completed. In 2014 a series of face-to-face forums were launched highlighting leadership development training, theories and techniques. Feedback in the form of surveys, verbal anecdotes and resistance to participation prompted the state team to re-think content and the method of delivery. In response to this feedback, NH launched a CQI training initiative in 2015, which included a hybrid course consisting of webinars, face to face forums and coaching sessions. The aim was to promote the application of quality improvement processes and behaviors among LIA staff. All staff, including the state team, accessed online webinars from the Institute for Healthcare Improvement's "Improvement Capability Training" strand, which were followed up with two face-to-face trainings to provide sites with translating the material learned in the webinars to the home visiting context.

The NH State Team then replicated a previously tested CQI protocol from the State of California, making use of a best practice in the field that specifically applies to the HFA context.
Consistent with the California model, one hour CQI coaching sessions were conducted each quarter for each HFA site by the state HV Coordinator to reinforce operationalization of the CQI practices to enhance targeted performance measures. These sessions served as the formal feedback loop between LIAs and the state team, helped to individualize the material to the LIA's organizational context and priorities, supported sites to conduct tests of change, and provided opportunities for LIAs to reflect on progress. Focus groups facilitated by the UNH Evaluation Team provided additional insight into the

challenges and successes of CQI efforts at the local level and helped formulate plans that help move the state team and LIA's toward achieving their individual and collaborative goals.
The effectiveness of this CQI effort has been studied using LIA feedback, evaluation results, family satisfaction survey data, and performance measure data. In late 2016, the evaluation team is scheduled to report results on several hypotheses tested related to the extent to which staff apply CQI practices as a result of the CQI training intervention and demonstrate improvement on performance measures. Findings will help elucidate the relationship between leadership training and implementation fidelity, and CQI training and associated behaviors. These results will help guide programmatic decisions about the value of focusing on the implementation drivers of leadership and quality improvement within the initiative and investing in such training moving forward.

b. Include a plan to routinely monitor CQI efforts and reassess efforts moving forward.

Since the CQI initiative started in 2015, LIA's have been reporting quarterly on four performance measures. Current measures align with HFA Standards and HRSA benchmark measures.

1. Performance Measure #1: 70% percent of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening between 6-8 weeks postpartum.

2. Performance Measure #2: Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline.

3. Performance Measure #3: 95% of children receive further evaluation after scoring below the "cutoff" on the ASQ-3

4. Process Measure: All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.

In addition to the enhanced CQI initiative started in 2015, LIAs also participate in additional contract monitoring processes. This includes sites visits, participation in required meetings and trainings, and submitting workplans. Workplans are submitted quarterly and annually, outlining the steps and evaluation process that will be taken towards making progress and meeting the performance measures and the overall program objectives and goals. LIA's are required to demonstrate they have met the minimum required services outlined in their funding proposal. If a performance measure is not met, an action plan is developed including why the measure was not met and proposed action steps to meet the measure along with assigned staff, targets and timeframes. Quarterly reporting will also align with HRSA requirements and include data for program evaluation.

All 11 of the contracted MIECHV LIA sites have achieved (and many exceeded) Process Measure number 4 providing a minimum of 75% of weekly individual supervision to HFA staff. LIA management leads have been attending a Reflective Supervision training series including monthly

community of practice calls and subsequent group supervision with Zero to Three. This has provided LIA management leads the opportunity to discuss challenges and provide peer to peer consultation.

The MIECHV Team including the Project Director, Home Visiting Coordinator, Evaluation Coordinator and Data Manager will complete annual programmatic site reviews to further monitor LIA's. Tools are developed to assist the team in providing uniform audits of case files, facilities and expenditures that meet standards set forth in LIA contracts. Success and challenges including enrollment and retention are discussed to highlight exceptional work and areas where TA may be of need. The MIECHV team will continue to utilize data and LIA feedback to inform CQI practices moving forward.